

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

GAYLE DANIELS,

Plaintiff,

v.

Case No. 21-cv-12303  
Honorable Linda V. Parker

COUNTY OF OAKLAND, et al.,

Defendant.

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**OPINION AND ORDER DENYING PLAINTIFFS’  
MOTION TO COMPEL (ECF NO. 72)**

On September 30, 2021, Plaintiff, as guardian of Michael Williamson, filed this civil rights action against Oakland County, Wellpath, LLC, and others. The parties recently settled the lawsuit in a confidential agreement, and, on February 5, 2024, Plaintiff filed a motion seeking Court approval of the agreement. (ECF No. 65.) The Court approved the settlement agreement in an order entered March 5, 2024. (ECF No. 69.)

The matter is now before the Court on Plaintiff’s March 12 motion to compel Wellpath to pay the amount due under the settlement agreement. (ECF No. 72.) Plaintiff maintains that Wellpath is now, post-settlement, demanding a “disbursement plan” pursuant to which it will make three separate payments to Plaintiff: one payment within 30 days after receipt of a signed release; the next payment 60 days after the first payment; and the next payment 60 days after the second payment.” (*Id.* at PageID. 559.) Plaintiff

claims this payment plan was never discussed during settlement negotiations and is not part of the settlement agreement.

In response to Plaintiff's motion, Wellpath argues that Plaintiff's acceptance of the settlement was not conditioned on payment within a specific time frame. (ECF No. 75 at PageID. 570 (citing ECF No. 75-2).) When Wellpath sent the settlement and release agreement to Plaintiff's counsel for Plaintiff's signature on January 25, 2024, Wellpath conveyed its "initial proposed disbursement dates," which consisted of three disbursements 90 days, 180 days, and 270 days after Plaintiff signed the agreement. (*Id.*)

Discussions then ensued between counsel regarding the disbursement dates. A February 16 email from Plaintiff's counsel to Wellpath's counsel reflects Plaintiff's counsel's "agreement to two payments at 30 days and 60 days[,]" which Plaintiff's counsel described as "generous" and "very fair and reasonable . . . ." (ECF No. 75-3.)

"A settlement agreement is a type of contract and is governed 'by reference to state substantive law governing contracts generally.'" *Cogent Sols. Grp., LLC v. Hyalogic, LLC*, 712 F.3d 305, 309 (6th Cir. 2013) (quoting *Bamerilease Cap. Corp. v. Nearburg*, 958 F.2d 150, 152 (6th Cir. 1992)). Under Michigan law, "when a contract is silent as to time of performance or payment, absent any expression of a contrary intent, the law will presume a reasonable time." *Subramanyam v. KLM Royal Dutch Airlines*, No. 20-11296, 2021 WL 1592664, at \*5 (E.D. Mich. Apr. 23, 2021) (quoting *Jackson v. Est. of Green*, 771 N.W.2d 675, 694 (Mich. 2009)). What is reasonable "depends upon the facts and circumstances of each case." *Jackson*, 771 N.W.2d at 679 (quoting *Pierson v. Davidson*, 233 N.W.2d 329, 331 (Mich. 1930)).

However, it is unnecessary for the Court to decide what would be a reasonable time for Wellpath to disburse the settlement proceeds to Plaintiff. Counsel for Wellpath and Plaintiff have expressed that disbursing the proceeds in equal payments 30 and 60 days from the date Plaintiff signed the settlement and release is reasonable. Even if no consensus had been reached, the Court would find this to be reasonable under the circumstances, which includes the amount being paid to Plaintiff under the terms of the settlement.

Accordingly, the Court is denying Plaintiff's motion to compel the immediate payment of the settlement proceeds to Plaintiff. Wellpath shall disburse the settlement proceeds in two equal disbursements within 30 days and 60 days of the date Plaintiff signed the settlement and release. If the 30 days have passed, Wellpath shall make the first payment within three (3) business days of this Opinion and Order.

**SO ORDERED.**

s/ Linda V. Parker  
LINDA V. PARKER  
U.S. DISTRICT JUDGE

Dated: April 12, 2024